

SAMPLE  
SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and Kochergen Farms Composting, Inc. , a California incorporated company (hereinafter referred to as "Contractor") as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Co-mingled Recyclables Processing and Green Waste Processing RFP 3405 copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the estimated monetary consideration of Sixteen Dollars and Fifty Cents (\$16.50) per ton, as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to be Pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: Contractor shall indemnify, hold harmless and defend City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

KOCHERGEN FARMS COMPOSTING  
a California incorporated company

By: \_\_\_\_\_  
JERRY L. SCHUBER, SR.,  
Assistant Director  
Department of Public Utilities

By: \_\_\_\_\_  
Mike Kochergen,  
Owner

By: \_\_\_\_\_  
Secretary

ATTEST:  
YVONNE SPENCE, CMC

City Clerk  
By: \_\_\_\_\_  
Deputy Date

APPROVED AS TO FORM:  
DOUG T. SLOAN  
City Attorney

By: \_\_\_\_\_  
AMANDA B. FREEMAN  
Deputy City Attorney

Addresses:

CITY:  
City of Fresno  
Attention:  
Jerry Schuber  
City of Fresno  
1325 El Dorado St.  
Fresno, CA 93706

Kochergen Farms Composting:  
Attention:  
Mike J. Kochergen  
33915 Avenal Cutoff Rd.  
Avenal, CA. 93204